TENDER FORM FOR SALE OF PADDY

C. G. STATE CO-OPERATIVE MARKETING FEDERATION LTD.
880, CIVIL LINES RAIPUR-492001
Tel. No: 0771-2445611 - E-mail: cgmarkfedhq@gmail.com

TENDER NO. **PADDY SALE /KMS 2013-2014** **DATED -------- / 2014**

ORIGINAL
DUPLICATE

COST RS.1500 (Inclusive of all Taxes)

SIGNATURE OF ISSUING AUTHORITY

(SEAL)

MONEY RECEIPT NO AND DATE
OR DEMAND DRAFT NUMBER/BANK AND DATE

NON TRANSFERABLE TENDER FORM ISSUED IN DUPLICATE, ORIGINAL BE RETURNED INTACT WHILE SUBMITTING QUOTATION, DUPLICATE BE RETAINED BY THE TENDERER

TENDER SCHEDULE

(A) **LAST DATE FOR SALE OF TENDER FORMS UPTO 2:00 PM AS ON 02.05.2014**
(B) **DATE OF RECEIPT OF SEALED TENDERS UPTO 3:00 PM ON 02.05.2014**
(C) **DATE OF OPENING OF SEALED FINANCIAL BIDS AT 4:00 PM ON 02.05.2014 AT MARKFED HEAD OFFICE, RAIPUR**

NOTE:-

If any of the aforesaid date(s) is declared to be a holiday, the tender forms shall be sold/ received/ opened and kept for acceptance on next working day following the closed day/ holiday.

Chhattisgarh State Co-operative Marketing Federation Ltd. reserves the right to reject any or all tenders and scrap the tender enquiry without assigning any reasons, at any stage, without any liability.

ADDRESS AND TELEGRAPHIC
ADDRESS

(SIGNATURE OF TENDERER)

TO,

The General Manager,(Marketing)
Chhattisgarh State Co-operative Marketing Federation Ltd.
Head office Civil lines, Raipur

Sir,

On behalf of the C.G. State Co-operative Marketing Federation Ltd. General Manager(Marketing) Head office Raipur invites sealed Tenders for disposal of Paddy lying at MARKFED /CAP (Details of District CAP-wise quantity offered as per **Appendix-VII)** in MARKFED……District on" as is where is basis".

The terms and conditions governing the sale are given in **Appendix-II.** The instructions to be followed for submitting the tender are set out below:

1. The Non transferable tender forms may be obtained from the office of the MARKFED, Head Office, Raipur C.G. on payment of Rs. 1500/- (Inclusive of all Taxes) within the stipulated period. No Tender documents downloaded from the website Just headquarters in purchasing tender documents can be submitted by filling the tender.

2. **EARNEST MONEY DEPOSIT (EMD) :**
Tender shall be accompanied by EMD calculated © 5 % of the offer price of Paddy stocks intended to be purchased.

3. **INSPECTION OF STOCKS:**
The stocks may be inspected by the tenders on the authority of this tender form at the cap(s) from where the stocks have been offered on any working day. It is advisable that after inspection of stocks only he fills the tender form. No claim of tenderer will be entertained after his participation in tender.

4. **SIGNING OF TENDERS:**
Person signing the tender should state in what capacity he is signing the tender i.e. sole proprietor, or partner of a firm, or as Secretary, Managing Director etc. of a limited Company. In case of partnership firm, the tender must be signed by all the partners. The person(s) signing the tender form or any other documents forming part of the tender on behalf of another person shall produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person(s) in all matters pertaining to the contracts. If the person signing subsequently fails to produce the said Power of Attorney within reasonable time, the C.G. State Co-operative Marketing Federation Ltd. may Without prejudice to other Civil and Criminal remedies cancel the contract and hold the signatory liable for all costs and damages, The Power of Attorney should be signed by all partners in the case of partnership firm and in the case of Limited Companies, the Common Seal of the Company should be affixed.

5. SUBMISSION OF TENDERS:

(A) This tender document, along with Notice Inviting Tender (NIT), the Appendices and Annexures, duly signed on every page, are to be submitted in a sealed envelope addressed to the General Manager (Marketing), C.G.. State Co-operative Marketing Federation Ltd., Head office, civil line, Raipur superscribing on the envelope, the tender number and the last date of submission. Tenders will be received up to …….. on ……..Tender submitted after …….. on the scheduled date will not be considered.

(B) The tenderers shall submit his/her Financial Bid (in Appendix-IV) separately for each District. The rate quoted in the financial bid shall be exclusive of applicable taxes. The tenderer is not allowed to quote more than one rate for a particular District's caps. If a tenderer quotes more than one rate for a particular District cap, his/her offer for that particular District(s) shall be treated as invalid. **Each Financial Bid shall be for a minimum quantity of-1200 Metric Tonnes (10 stacks). Bids for quantities less than 1200 MT would be rejected summarily.**

(C) The tender form should be filled in by the tenderer (s) neatly and accurately. Any alterations, erasures or overwriting would render invalid unless such erasures or overwriting are neatly carried out and duly attested and signed by the tenderers.

(D) No opportunity shall be given to the tenderers to modify or withdraw the tenders at any stage during the validity period.

(E) The conditional tenders are liable to be rejected.

6. ACCEPTANCE OF TENDERS:

For acceptance of tender, each storage cap shall be treated as a separate unit. For each storage cap, first the quantity as quoted by H-1 will be approved at H-1- rates. Then the quantity as quoted by H-2 will be approved to H-2 rates. This process will continue till the full capwise quantity offered is exhausted, In case of similar rate being quoted by multiple tenderers at any stage i.e. H1, H2...etc, the available quantity (if less than the total bid quantity) shall be accepted on pro rata based on quantity offered in those bids. Negotiation right to receive appropriate rate is reserved to the federation as per CVC guidelines. If negotiation is required, it will be on …… 2014 at 3.00 PM.

The contract, if any, which may eventuate from the tender, shall be governed by the conditions as mentioned in the tender document, its Appendices and Annexure Notice inviting Tender and Acceptance Letter. The acceptance of the tender by the Managing Director or an officer authorized by him on his behalf shall constitute the Agreement between the tenderer and the C.G. State Co-operative Marketing Federation Ltd. and no separate Agreement shall be required to be executed after the issue of the Acceptance Letter, The successful tenderer will be intimated about the acceptance of his offer by way of letter/ FAX/ e-mail. For the purpose of deposition of cost of stocks and lifting of stocks, the date of communication of acceptance shall also be counted.

7. SECURITY DEPOSIT(SD):

Security Deposit (SD) shall be 5 lacks only, of the paddy stocks accepted by MARKFED. Security Deposit amount shall be retained by MARKFED by conversion of equivalent amount of EMD. Security Deposit shall carry no interest Security deposit will be refunded to tenderer after the completion of agreement.

8. PAYMENT OF THE COST:

The successful tenderer(s) shall deposit 20% payment of the cost of the stocks (which will be in addition to 5 Lacks EMD/SD) within seven (7) working days from the date of issue of the acceptance by MARKFED, this will be adjusted in last delivery, Balance amount in advance may be deposited according to paddy delivery within 30 days. Release order shall be issued only after deposition of the release order quantity cost.

9. RECYCLING OF PADDY IN PROCUREMENT SYSTEM.

Under no circumstances the disposed of stock should be found to be recycled in the procurement system.

10. CORRUPT PRACTICES:

Any bribe, commission, advantages offered or promised by or on behalf of the tenderers to any officer/ employee/ servant of the Federation, then such tenderers shall be debarred from the tender enquiry in addition to initiating criminal action. Canvassing in any form on the part of the tenderer or on his behalf will also make his tender liable for rejection.

11. INDEMNITY:

The tenderer shall defend, indemnify and hold MARKFED harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the tenderer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

Dated:

Yours faithfully,

(……)

For and on behalf of Chhattisgarh State Co-operative Marketing Federation Ltd
General Manager (Marketing)

APPENDIX-I

C. G. STATE CO-OPERATIVE MARKETING FEDERATION LTD.
880, CIVIL LINES RAIPUR-492001
Tel. No: 0771-2445611 - E-mail: cgmarkfedhq@gmail.com

TENDER NO. /Paddy Sale/2013-14/ 02 **DATED -------- / 2014**

TERMS AND CONDITIONS FOR TECHNICALLY QUALIFIED TENDERER

In order to establish the bonafides of tenderer as bulk consumer/trader of Paddy/Rice miller, the technical bid for the purpose of empanelment would contain documents to certify the bonafides of a tenderer as a bulk consumer/trader of Paddy/rice miller. The tenderer would be required to submit the following documents to support his qualification as bulk consumer/trader of Paddy/rice miller:

(i) An attested copy of the current VAT/Trade Tax Registration.

(ii) An attested copy of PAN issued by Income Tax Department.

(iii) Attested copies of the latest Annual balance sheet and profit & loss account duly audited by a chartered accountant. In case of newly established firm or the existing firms which have recently started to deal in the business of Paddy OR rice miller, a provisional Balance Sheet and Profit and Loss Account for **a** quarter/Half yearly accompanied by a limited review by Auditor/Chartered accountant should be furnished. The Balance Sheet/Profit & Loss Account shall also evidence that the firm is dealing in the business of Paddy, failing which the firms she submit copy of VAT returns/Annual Report by way of additional documents, to evidence that the firm is dealing in the business of Paddy/rice miller.

(iv) An Undertaking on a stamp paper of Rs 100/- that the Paddy so purchased from MARKFED will not recycling in procurement. The MARKFED, through its designated officers shall be free to monitor and supervise and trace such movement plan to ensure that there is no recycling of paddy so disposed off in the procurement system. Tenderer would also ensure through their own control mechanism that the recycling of paddy food grain in procurement process does not take place. Any incident of recycling of paddy food grain in procurement will be sole responsibility of tenderer.

If a tenderer violates the terms and conditions or is found to be furnishing any wrong/ false information at any stage, then in addition to forfeiture of his EMD/SD:the said tenderer shall be debarred from participating in future tenders floated by MARKFED for disposal of food grains and coarse grains, paddy for a period of two years.

APPENDIX-II

C. G. STATE CO-OPERATIVE MARKETING FEDERATION LTD.
880, CIVIL LINES RAIPUR-492001
Tel. No: 0771-2445611 - E-mail: cgmarkfedhq@gmail.com

TENDER NO. / Paddy sale/2013-14/02 **DATED -------- / 2014**

TERMS AND CONDITIONS FOR THE SALE OF PADDY

(A) DEFINITIONS:

i) The term 'Bulk consumer" shall mean rice miller/ bulk consumers/traders of Paddy.

ii) The terms 'contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers. The tender, its Annexure and schedules, acceptance of tender and such general and special conditions as may be added to it.

iii) The term 'Federation' and the C.G. State Co-operative Marketing Federation Ltd" wherever occurs shall mean the C.G. State Co-operative Marketing Federation Ltd.

iv) The term "General Manager(Marketing)" shall mean the General Manager of C.G. State Co-operative Marketing Federation Ltd. under whose administrative jurisdiction, the C.G. State Co-operative Marketing Federation Ltd. Caps to which the contract relates fall.
The term "General Manager" shall also include the District Marketing Officer and any other officer authorized for the time being to execute contracts on behalf of the C.G. State Co-operative Marketing Federation Ltd.

v) The terms 'buyer/ intending buyer/tenderer' shall mean and include the person or persons, firm or company with whom the contract has been entered including their heirs, executors, administrators, successors their permitted assignees as the case may be.

vi) The term 'Rate' shall mean the rate of payment accepted by the Managing Director for and on behalf of the C.G. State Co-operative Marketing Federation Ltd.

vii) The term food grains' shall mean and include Paddy stocks conforming **to** prescribed quality parameters of issuable food grains' and fit for human consumption.

(B) The food grains stocks can be inspected by the prospective tenderer(s) at the cap depot from where stocks have been offered.

(C) The C.G. State Co-operative Marketing Federation Ltd. does not guarantee to make available any definite quantity to the tenderer.

(D) The C.G. State Co-operative Marketing Federation Ltd. reserves the right to accept or reject the tender, without assigning any reason. All tenders shall be irrevocable and remain open for acceptance up to **……** If the said date is declared to be a closed holiday for MARKFED Offices, the tender shall be deemed to be open for acceptance on the succeeding working day.

(E) The buyer(s) shall make their own arrangements for obtaining permits if any required from the State Government /any other authority.

(F) EARNEST MONEY DEPOSIT (EMD):

(i) The Financial bid shall be accompanied by EMD.

(ii) Financial bids without/insufficient EMD shall be summarily rejected.

(iii) EMD shall be in the form of Demand Draft/Pay Order/ Banker's Cheque issued by a Scheduled Bank in favour of C.G. State Co-operative Marketing Federation Ltd, payable at Raipur

(iv) EMD paid shall be forfeited, if the tenderer after submitting his tender, withdraws his offer or modifies the terms & conditions thereof in a manner not acceptable to MARKFED or does not keep his offer open during the validity period or resiles from the offer once accepted. The tenderers shall furnish an Undertaking in a prescribed proforma (Appendix-VI) on a Stamp Paper of Rs.100/- agreeing to the stipulations as contained in this Clause for forfeiture of EMD, along with the Financial Bid.

(v) The EMD of all unsuccessful tenderers shall be refunded within 15 working day on receipt of refund application with a pre-stamped receipt along with affixing seal of the firm. However, no interest shall be payable for delay in refund of EMD, in any case.

(G) SECURITY DEPOSIT (SD):

(i) **An amount Rs. 5 Lacks accepted by MARKFED would be automatically converted in SD from EMD deposited by the tenderer**. This will be retained by the federation and will be refunded to buyer after successful completion of tender agreement and all its conditions,

(ii) The SD of the tenderer shall be forfeited and the tenderer shall be debarred from participating in all future tenders floated by MARKFED for a period of two years from the date of opening of this tender, under the following circumstances.

a. the tenderer (s) either resiles from his/her offer at any stage or ;
b. violates any of the terms of contract or ;
c. fails or neglects to observe/perform any of his/her obligations under the contract.

However in case buyer fails to lift the total quantity allotted to him/ her/ them an amount equivalent to 10% of the accepted value of the unlifted quantity or Rs 1,00,000/- whichever is higher, shall be recovered/ forfeited from the SD/ funds available with MARKFED.

(iii) Security Deposit shall be refunded to the buyers by the concerned Head Office of MARKFED on due completion of the contract. However, no interest shall be payable on the amount of Security Deposit, in any case.

(H) PAYMENT/ DELIVERY SCHEDULE:

i) **Price of the food grains shall be payable on the net weight basis and to pay Rs.36.70 for per gunny bag.** All taxes and other levies, fees and charges of any nature whatsoever livable by any authority shall be payable by the buyer in addition to the price offered

ii) 20% of the total price calculated on the accepted quantity shall be paid together with applicable taxes, within the stipulated date mentioned in Acceptance Letter by way of Demand Draft/ Pay Order/ Banker's Cheque issued in favour of the C.G. State Co-operative Marketing Federation Ltd., Head office, Raipur.

iii) 20% payment of the cost of stocks (which will be in addition to 5% EMD/SD) shall be deposit within seven (7) working days from the date of issue of acceptance by MARKFED, this will be adjusted in last delivery, Balance amount in advance may be deposited according to lifting the stocks by tender within 30 days. Release order shall be issued only after deposition of the release order quantity cost. The buyer shall complete the lifting within free period of Thirty (30) working days from the date of issue of Release Order by MARKFED.

iv) **After Thirty (30) working days, on the request of buyer, Managing Director MARKFED may allow the buyer an extension for a maximum period of Thirty (30) working days for lifting the stocks from markfed caps on payment of storage charges at the rate applicable Rs. 3/- per qtl. per day subject to minimum of Rs.20001-**. These storage charges shall be recovered in respect of the unlifted quantity of stocks during the extended period (actual period for which the stocks remain in the caps). After expiry of sixty (60) working days, no further extension will be granted and an amount equivalent to 10% of the accepted value of unlifted quantity or Rs. 100000/-, whichever is higher, shall be recovered/forfeited from the SD/amount available with MARKFED.

v) MARKFED will not be responsible for delayed receipt of payment due to failure of third parties like banks etc.

vi) However, in case any buyer is unable to lift the allotted stocks within the stipulated period of lifting because of operational difficulties of MARKFED or reasons beyond human control (Force Majeure) Managing Director MARKFED may consider to refund the balance amount equivalent to the unlifted stocks of Paddy based on merit of each case, provided Force Majeure event is notified by the tenderer to MARKFED in writing within seven (7) days of occurrence of such event.

(I) The paddy common and fine excluding of sarna will be sold on "as is where is basis" at ex-godown delivery basis. During the course of tendering and delivery of paddy to tenderer, the milling work of paddy will continue in the state Hence delivery of paddy to rice miller and delivery of paddy to the purchaser will run simultaneously. Any objection from miller will not be entertained If the federation could not receive appropriate rate in tender, in that case right is reserved to Managing Director of marketing federation either to accept or reject the offer. All the purchase will be bound by the instruction of Central Govt./State Govt. or procurement agency regarding the sale of paddy.

(J) The Chhattisgarh State Co-operative Marketing Federation Ltd. reserves the right to withdraw from the sale any quantity included in the tender prior to the acceptance of offer(s)

(K) The buyer shall make his own arrangement for transport and will not be entitled to claim any facility or assistance for transportation from the C.G.. State Co-operative Marketing Federation Ltd. However, the stocks shall be loaded in the trucks of the buyer at the cost of buyer.

(L) In case the buyer wishes to take delivery of the stocks, through a representative, he (buyer) must authorize such representative through a Letter of Authority in prescribed format (Appendix-V) which shall be presented to the District Marketing Officer in-charge of concerned District. District Marketing Officer after verifying the bonafides of the authorized representative/Letter of Authority shall issue the stocks to Authorized representative. However, such Delivery shall be at buyer's sole responsibility and risk and no claim whatsoever, shall lie against the C.G. State Co-operative Marketing Federation Ltd. en any account, if delivery is effected to a wrong person.

(M) The MARKFED shall deliver stocks on 100% weighment basis. The Weight Check Memo shall be prepared in triplicate and signed by the buyer/his representative in token of acceptance of quantity and quality.

(N) Delivery shall be given only during working hours on all MARKFED working days on presentation of the copy of the Release Order issued by MARKFED, by the buyer/his representative to the Depot In — charge,.

(O) <u>INTEGRITY PACT</u>

As per the directions of the finance & planning Department Government of Chhattisgarh vide their latter No.243/Fin/Dir/4/2013 Naya Raipur Date 6th July 2013, an INTEGRITY PACT has to be entered into between MARKFED and the Tenderer/Bidder/Seller/Contractor and the aforesaid pact will be an integral part of the Tender Document. Such Integrity pact has to be mandatorily attached along with the Tender Document. In the event of non-submission/incomplete submission of the INTEGRITY PACT along with the Tender Document, the Tenderer/Bidder/Seller/Contractor shall be liable for rejection summarily and shall be considered as unresponsive/invalid. A format of INTEGRITY PACT is attached with this Tender Document. The aforesaid pact has to be dully sealed, signed and stamped (on the letterhead of the Tenderer/Bidder/Seller/Contractor) in case if the Tenderer/Bidder/Seller/Contractor is a company/firm by the Authorized signatory/Director/ Partners and to be attached, in all complete respects, along with the Tender Document. Further, this INTEGRITY PACT is deemed to have been signed by the MARKFED.

(P) GOVERNING LAW & DISPUTES RESOLUTION:

The grievances of the affected parties and general public will be decided by Commissioner, Food, Civil supplies and Consumer Protection, Govt. of CG, Raipur.

The contract shall be governed and interpreted in accordance with the Laws of India in force. The Courts at Chhattisgarh (State) shall have exclusive jurisdiction to adjudicate the disputes arising out of the contract.

APPENDIX-III

TENDER NO. ……/Paddy sale for year 2013-14 Date --------2014

To,

The Managing Director
Chhattisgarh State Co-operative Marketing Federation Ltd.,
Head office, 880 civil lines Raipur

Dear Sir,

I/ We hereby offer to purchase from the C.G. State Co-operative Marketing Federation Ltd. the paddy as per details in **Appendix-IV** or such portion thereof as you may specify in the acceptance of tender at the price quoted in **Appendix-IV** and agree to hold this offer open.

I/ We shall be bound by the communication of acceptance from MARKFED.

1. I/ We have thoroughly examined and understood the terms and conditions of the tender issued by C.G. State Co-operative Marketing Federation Ltd. as contained in this tender document. I/ We shall be bound by the terms of both these documents.

2 .It We enclose herewith a Accounts Payee Bank Demand Draft/ Banker's Cheque/Pay OrderNo…….. dated…….Bank……
….of…… …… Rs……(Rupees……)
in favour of the,Chhattisgarh.State Co-operative Marketing Federation Ltd. Raipur as Earnest Money to be converted as Security Deposit on acceptance of my/ our offer. l/ We agree to deposit the cost of food grains (Paddy) offered for purchase with stipulated period.

3 **A.** My/ Our particulars are as follows
(i) Name (With Name of father In case of an individual)
(ii) Business Name ……____
(iii) Constitution of the Firm, i.e. Registered under the Indian Partnership Act.
(iv) Name of seal under which it is registered _____
(v) Name & Address of all Partners and the extent of their shares

B. In case of Cooperative Society:

(i) No. & Date of Registration Certificate
(ii) Attach a copy of Resolution of the Society authorizing this transaction
(iii) Postal Address -

……
……

(iv) Telegraphic Address and E-Mail I.D.
(v) Business Telephone (if any) _____

C. In case of Company: ----------

(i) No. & Date of registration Certificate Attach a copy of decision of the Company authorizing this transaction

……

(ii) Registered office:----------

(iii) Telegraphic Address and E-MailID.----------

(iv) Telephone.----------

(5) ---------- I/ We hereby offer to purchase from the C.G. State Co-operative Marketing Federation Ltd. and to take delivery of paddy as per terms and conditions laid down in the tender document, the quantities of paddy common and at the price shown against District and cap as given in **Appendix — IV** and subject to the condition governing such purchases as stipulated by the Managing Director, C.G. State Co-operative Marketing Federation Ltd. in the documents mentioned above which I/ We have read and understood and agree to abide by them.

(6) The gunny bags cost Rs 25 per bags, /HDPE/PP cost Rs15 per bags and VAT/ Sales Tax, other taxes livable on this sale shall be paid by me/ us in addition to the price offered as applicable under the State VAT/ Sales Tax Act.

(7) I shall be bound by the communication of acceptance dispatched. I/ We further undertake that this offer shall not be retracted or withdrawn by me/ us.

(8) If We hereby declare that the entries made in this tender form are correct to the best of my/ our knowledge and If We shall be bound by the Act of my/our constituted Attorney Shri…….. whose signature is appended here to in the space specified for the purpose and of any other person who in future may be appointed by me/ us in his status to carry on the business of the Concern, whether an intimation of such change is given to the C.G. State Co-operative Marketing Federation Ltd. or not

(9) Acceptance of this tender by the General Manager (Marketing) C.G. State Co-operative Marketing Federation Ltd. or by an officer authorized by him dispatched shall constitute a valid and legal contract between me/ us and the C.G. State Co-operative Marketing Federation Ltd. No execution of a separate deed would be necessary.

(10) I/ We hereby declare that we will abide by the terms and conditions governing the sale of food grains under this tender. I/ We also declare that the food grains offered for purchase and to be lifted by us do conform to PFA Standards.

(11) I/ We confirm that person(s) who has/ have signed below has/ have the authority to sign the tender and given above offer on behalf of M/s----------

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Yours faithfully,

Signature of constituted
Attorney

(Signature's of Tenderer(s) indicating capacity in which the Signatory is/ are signing,

Place:
Date:

APPENDIX-IV

C. G. STATE CO-OPERATIVE MARKETING FEDERATION LTD.
880, CIVIL LINES RAIPUR-492001
Tel. No: 0771-2445611 - E-mail: cgmarkfedhq@gmail.com

FINANCIAL BID

TENDER NO. /Paddy sale/2013-14/ **Dated ---------/2013**

Name of the District _____

S. N.	As per Federation list		Varity Of Paddy	No. Of Stack	Weight in MT	Rate per Qtl. exclusive of applicable taxes (To be quoted by the Tenderer)	
	District Name	Cap Storage Center				Rs.Per qtl. (in figure)	Rs. Per qtl. (in Words)
1	Rajnandgaon	Chirkatola, Dongargaon	Grade – "A"	100	12000		
		Kalkasa, Dongargarh		100	12000		
2	Mungeli	Ariband	Mota	200	24000		
3	Bemetara	Lenjwara 1	Mota	100	12000		
		Lenjwara 2	Mota	100	12000		
4	Gariyaband	Kundelbhata	Grade – "A"	200	24000		
5	BalodaBazar	Aalesur	Mota	200	24000		

Note:

a. Each Financial Bid shall be for a minimum quantity of-1200 Metric Tonnes (10 stacks). Bids for quantities less than 1200 MT would be rejected summarily.
b. Only one rate should be quoted for each District godown/cap

SIGNATURE

NAME OF THE FIRM

APPENDIX V

STAMP PAPER OF Rs. 100

LETTER OF AUTHORITY I/WE ----------

S/0……PROPRIETOR/PARTNER/POWER OF ATTORNEY HOLDER OF WS DO HEREBY AUTHORISE SHRI……..

S/0……FOR TAKING DELIVERY OF THE STOCKS ON MY/OUR BEHALF ALLOTTED TO ME/US IN THE TENDER DATED RELEASED BY C.G. STATE CO-OPERATIVE MARKETING FEDERATION LTD., HEAD OFFICE, CIVIL LINES RAIPUR (C.G).

SIGNATURE OF AUTHORISED REPRESENTATIVE

(PROPRIETOR/PARTNER/POWER OF ATTORNEY HOLDER)

VERIFICATION

VERIFIED THAT THE ABOVE STATEMENT OF MINE IS TRUE AND CORRECT. NOTHING HAS BEEN CONCEALED THEREIN.
PLACE:
DATE:

(PROPRIETOR/PARTNER/POWER OF ATTORNEY HOLDER)

APPENDIX VI

STAMP PAPER OF Rs. 100

UNDERTAKING

PROPRIETOR/PARTNER/POWER OF ATTORNEY HOLDER OF M/S……DO HEREBY UNDERTAKE AND AGREE THAT I WILL ABIDE BY THE PROVISIONS CONTAINED IN CLAUSE F (iv) FOR FORFEITURE OF EMD IN THE TENDER DATED RELEASED BY C.G.. STATE COOPERATIVE MARKETING FEDERATION LTD., HEAD OFFICE 880, CIVIL LINES RAIPUR,

PLACE: DATE:

SIGNATURE OF THE TENDERER

NAME OF THE TENDERER

CAPACITY OF THE SIGNATORY

APPENDIX-VII

C. G. STATE CO-OPERATIVE MARKETING FEDERATION LTD.
880, CIVIL LINES RAIPUR-492001
Tel. No: 0771-2445611 - E-mail: cgmarkfedhq@gmail.com

DETAILS OF PADDY STOCK AVAILABLE FOR SALE THROUGH TENDER AGAINST PROCUREMENT OF KHARIF MARKETING SEASON 2013-14

QUANTITY IN METRIC TONNE

S. N.	District Name	Cap Storage Center	Varity Of Paddy	No. Of Stack	Weight in MT 1 (Net).
1.	**Rajnandgaon**	Chirkatola, Dongargaon	Grade – "A"	100	12000
		Kalkasa, Dongargarh		100	12000
2.	**Mungeli**	Ariband	Mota	200	24000
3.	**Bemetara**	Lenjwara 1	Mota	100	12000
		Lenjwara 2	Mota	100	12000
4.	**Gariyaband**	Kundelbhata	Grade – "A"	200	24000
5.	**BalodaBazar**	Aalesur	Mota	200	24000

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month 20, between, the **Chhattisgarh State Co-operative Marketing Federation Ltd.** acting through Shri_____(Designation of the officer, Department) (hereinafter called the "**BUYER/PRINCIPAL**", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (Name of the Stores/Equipment/Work/Service/Materials) and M/s._____ represented by Shri_____ Chief Executive Officer/Authorized Signatory (hereinafter called the **"BIDDER/SELLER/CONTRACTOR"**, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER/PRINCIPAL is a Registered Co-operative Society under the provisions of Chhattisgarh Co-operative Societies Act, 1960 performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER/PRINCIPAL and the BIDDER/ SELLER/ CONTRACTOR agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER/PRINCIPAL to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and.

2.2. Enabling BIDDER/SELLER/CONTRACTOR to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER/PRINCIPAL will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER/PRINCIPAL

The BUYER/PRINCIPAL commits itself to the following:-

3.1. The BUYER/PRINCIPAL undertakes that no official of the BUYER/PRINCIPAL, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER/PRINCIPAL will, during the pre-contract stage, treat all BIDDER/SELLER/CONTRACTORs alike, and will provide to all BIDDER/SELLER/CONTRACTORs the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR in comparison to the other BIDDER/SELLER/CONTRACTORs.

3.3. All the officials of the BUYER/PRINCIPAL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR to the BUYER/PRINCIPAL with the full and verifiable facts and the same is *prima facie* found to be correct by the BUYER/PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER/PRINCIPAL and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER/PRINCIPAL, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTORS

The BIDDER/SELLER/CONTRACTOR commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER/PRINCIPAL, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER/PRINCIPAL or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER/SELLER/CONTRACTOR further confirms and declares to the BUYER/PRINCIPAL that the BIDDER/SELLER/CONTRACTOR is the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER/PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER/PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER/SELLER/CONTRACTOR shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER/PRINCIPAL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify B1DDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER/PRINCIPAL through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of...

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the ..... (BUYER/PRINCIPAL) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER/PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender Documents).

6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER/ SELLER/ CONTRACTOR and BUYER/PRINCIPAL, including warranty period, whichever is later.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER/PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER/PRINCIPAL to the BIDDER/SELLER/CONTRACTOR on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER/SELLER/CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR) shall entitle the BUYER/PRINCIPAL to take all or *any* one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER/PRINCIPAL and the BUYER/PRINCIPAL shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR.

(iv) To recover all sums already paid by the BUYER/PRINCIPAL, and in case of the Indian BIDDER/SELLER/CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of_____ (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR from the BUYER/ PRINCIPAL in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished *by* the BIDDER/ SELLER/ CONTRACTOR, in order to recover the payments, already made by the BUYER/PRINCIPAL, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR and the BIDDER/SELLER/CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER/PRINCIPAL resulting from such cancellation/rescission and the BUYER/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR.

(vii) To debar the BIDDER/SELLER/CONTRACTOR from participating in future bidding processes of the BUYER/ PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the BUYER/ PRINCIPAL.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR(s) to *any* middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER/PRINCIPAL with the BIDDER/SELLER/CONTRACTOR, the same shall not be opened.

(x) If the BIDDER/SELLER/CONTRACTOR or any employee of the BIDDER/SELLER/CONTRACTOR or any person acting on behalf of the BIDDER/SELLER/CONTRACTOR, either directly or indirectly, is closely related to any of the officers of the BUYER/PRINCIPAL, or alternatively, if any close relative of an officer of the BUYER/PRINCIPAL has financial interest/stake in the BIDDER/SELLER/CONTRACTOR's firm, the same shall be disclosed by the BIDDER/SELLER/CONTRACTOR at the time of tilling of tender. Any failure to disclose the interest involved shall entitle the BUYER/PRINCIPAL to rescind the contract without payment of *any* compensation to the BIDDER/ SELLER/ CONTRACTOR.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant

(xi) The BIDDER/SELLER/CONTRACTOR shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER/PRINCIPAL, and if he does so, the BUYER/PRINCIPAL shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER/PRINCIPAL resulting from such rescission and the BUYER/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR.

7.2. The decision of the BUYER/PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER/ CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER/SELLER/CONTRACTOR to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would he refunded by the BIDDER/SELLER/CONTRACTOR to the BUYER/PRINCIPAL, if the contract has already been concluded.

9. INDEPENDENT' MONITORS

9.1. The BUYER/PRINCIPAL will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SELLER/CONTRACTOR Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by *the* BUYER/PRINCIPAL.

9,6. The Monitor will submit a written report to the designated Authority of BUYER/PRINCIPAL/Secretary of the BUYER/PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ PRINCIPAL/ BIDDER/SELLER/CONTRACTOR and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

in case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER/PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR and the BIDDER/SELLER/CONTRACTOR shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER/PRINCIPAL i.e. at **RAIPUR Chhattisgarh**.

12. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. **VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER/PRINCIPAL and the BIDDER/SELLER/CONTRACTOR whichever is later, In case BIDDER/SELLER/CONTRACTOR is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; *the* remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER/PRINCIPAL

BIDDER/SELLER/CONTRACTOR

Name of the Officer
CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY
Destination
Chhattisgarh State Co-operative Marketing Federation Ltd.

Witness **Witness**

1) _____ **1)** _____

2) _____ **2)** _____